ARCHITECTURE

VOL. XXVII. JUNE 15, 1913. NO. 6

ARCHITECTURE, conducted by a Board of Architects in the interests of the profession, is published the fifteenth of every month by FORBES & COMPANY, LTD., (A. H. Forbes, Prest.), 527 Fifth Avenue, New York.

PRICE, mailed flat to any address in the United States, Mexico or Cuba, $5.00 per annum, in advance; to Canada, $6.00 per annum; to any foreign address, $7.00 per annum.

ADVERTISING RATES upon request. The writing and displaying of advertisements is an art in itself, and the publishers will be pleased to give the Advertiser the benefit of an Expert's experience in this line at no additional expense.

ENTERED at the New York Post Office as second-class mail matter.

PLATES AND ILLUSTRATIONS

Copyright, 1913, by FORBES & COMPANY, LTD., 527 Fifth Ave., New York

AMERICAN INSTITUTE OF ARCHITECTS.

PRESIDENT,
WALTER COOK, New York.

FIRST VICE-PRESIDENT,
R. CLIPSTON STURGIS, Boston.

SECOND VICE PRESIDENT,
FRANK C. BALDWIN, Washington, D. C.

SECRETARY AND TREASURER,
GLENN BROWN, Washington, D. C.

BOARD OF DIRECTORS.

FOR ONE YEAR—A. F. Rosenheim, Los Angeles, Cal., Thomas R. Kimball, Omaha, Neb., Milton B. Medary, Jr., Philadelphia, Pa.

FOR TWO YEARS—Irving K. Pond, Chicago, Ill., John M. Donaldson, Detroit, Mich., Edward A. Crane, Philadelphia, Pa.

FOR THREE YEARS—Burt L. Fenner, New York, C. Grant La Farge, New York, H. Van Buren Magonigle, New York.

EXECUTIVE COMMITTEE.

Walter Cook, New York. Glenn Brown, Washington D. C.
R. Clipston Sturgis, Boston, Mass. Irving K. Pond, Chicago, Ill.
Milton B. Medary, Jr., Philadelphia, Pa.

CHAPTERS.

ATLANTA CHAPTER, 1906.—President, John R. Dillon, Atlanta, Ga. Secretary, Eugene C. Wachendorff, Atlanta, Ga.

BALTIMORE CHAPTER, 1870.—President, J. B. Noel Wyatt, Baltimore, Md. Secretary, Thos. C. Kennedy, Baltimore, Md.

BOSTON CHAPTER, 1870.—President, R. Clipston Sturgis, Boston, Mass. Secretary, Chas. N. Cogswell, Boston, Mass.

BROOKLYN CHAPTER, 1894.—President, Woodruff Leeming, New York. Secretary, J. Theodore Hanemann, New York.

BUFFALO CHAPTER, 1890.—President, Edward B. Green, Buffalo, N. Y. Secretary, Ellicott R. Colson, Buffalo, N. Y.

CENTRAL NEW YORK CHAPTER, 1887 (formerly Western New York Chapter).—President, Albert L. Brockway, Syracuse, N. Y. Secretary, Prof. F. W. Revels, Syracuse, N. Y.

CINCINNATI CHAPTER, 1870.—President, A. O. Elzner, Cincinnati, Ohio Secretary, John Zettel, Cincinnati, Ohio.

CLEVELAND CHAPTER, 1890.—President, F. S. Barnum, Cleveland, Ohio. Secretary, G. B. Bohm, Cleveland, Ohio.

COLORADO CHAPTER, 1892.—President, Maurice B. Biscoe, Denver, Col. Secretary, Arthur A. Fisher, Denver, Col.

CONNECTICUT CHAPTER, 1902.—President, William E. Hunt, Waterbury, Conn. Secretary-Treasurer, Louis A. Walsh, Waterbury, Conn.

DAYTON CHAPTER, 1889.—President, Robert E. Dexter, Dayton, Ohio. Secretary, H. J Williams, Dayton, Ohio.

ILLINOIS CHAPTER, 1869.—President, Elmer C. Jenson, Chicago, Ill. Secretary, H. Webster Tomlinson, Chicago, Ill.

INDIANA CHAPTER, 1910 (formerly Indianapolis Chapter, 1887).—President, Rolland Adelsperger, South Bend, Ind. Secretary, Herbert Foltz, Indianapolis, Ind.

IOWA CHAPTER, 1903.—President, Frank E. Wetherell, Des Moines, Iowa. Secretary-Treasurer, Eugene H. Taylor, Cedar Rapids, Iowa.

KANSAS CITY CHAPTER, 1890.—President, Benj. J. Lubschez, Kansas City, Mo. Seeretary, Charles H. Payson, Kansas City, Mo.

LOUISIANA CHAPTER, 1910.—President, Chas. A. Favrot, New Orleans, La. Secretary, M. H. Goldstein, New Orleans, La.

LOUISVILLE CHAPTER, 1908.—President, Mason Maury, Louisville, Ky. Secretary, Val. P. Collins, Louisville, Ky.

MICHIGAN CHAPTER, 1887.—President, John Scott, Detroit, Mich. Secretary, Marcus R. Burrowes, Detroit, Mich.

MINNESOTA CHAPTER, 1892.—President, Wm. Channing Whitney, Minneapolis, Minn. Secretary, Edwin H. Brown, Minneapolis, Minn.

NEW JERSEY CHAPTER, 1900.—President, Hugh Roberts, Jersey City, N. J. Secretary, Chas. P. Baldwin, Newark, N. J.

NEW YORK CHAPTER, 867.—President, Robt. D. Kohn, New York. Secretary, Egerton Swartwout, New York.

OREGON CHAPTER, 1911.—President, Edgar M. Lazarus, Portland, Ore. Secretary, H. A. Whitney, Portland. Ore

PHILADELPHIA CHAPTER, 1869.—President, John Hall Rankin, Philadelphia, Pa. Secretary, Horace Wells Sellers, Philadelphia, Pa.

PITTSBURGH CHAPTER, 1891 (formerly W. Pa. Chapter).—President, O. M. Topp, Pittsburgh, Pa. Secretary, Rich'd Hooker, Pittsburgh, Pa.

RHODE ISLAND CHAPTER, 1870.—President, Norman M. Isham, Providence, R. I. Secretary, John H. Cady, Providence, R. I.

SAN FRANCISCO CHAPTER, 1881.—President, Geo. B. McDougall, San Francisco, Cal. Secretary, Sylvain Schnaittacher, San Francisco, Cal.

SOUTHERN CALIFORNIA CHAPTER, 1894.—President, John C Austin, Los Angeles, Cal. Secretary, Fernand Parmentier, Los Angeles, Cal.

SOUTHERN PENNSYLVANIA CHAPTER, 1909.—President, Benj. F. Willis, York, Pa. Secretary, Miller I. Kast, Harrisburg, Pa.

ST. LOUIS CHAPTER, 1890.—President, E. C. Klipstein, St. Louis, Mo. Secretary, Wm. H. Gruen, St. Louis, Mo.

WASHINGTON, D. C. CHAPTER, 1887.—President, T. J. D. Fuller, Washington, D. C. Secretary, Ward Brown, Washington, D. C.

WASHINGTON STATE CHAPTER, 1894.—President, W. R. B. Wilcox, Seattle, Wash. Secretary, Charles H. Alden, Seattle, Wash.

WISCONSIN CHAPTER, 1911.—President, Armand D. Koch, Milwaukee, Wis. Secretary, H. J. Rotier, Milwaukee, Wis

WORCESTER CHAPTER, 1892.—President, Stephen C. Earle, Worcester, Mass. Secretary, C. Leslie Chamberlain, Worcester, Mass.

STATE ASSOCIATIONS.

PENNSYLVANIA STATE ASSOCIATION, 1909.—President, Edward Stotz, Pittsburgh Secretary, Richard Hooker, Pittsburgh.

The UNIVERSITY OF PENNSYLVANIA *offers*

courses in ARCHITECTURE as follows:

1. A four-year course, leading to the degree of B. S. in Arch. An option in architectural engineering may be elected.
2. Graduate courses of one year permitting specialization in design, construction, or history; leading to the degree of M. S. in Arch.
3. A special two-year course for qualified draftsmen with options in design or construction; leading to a professional certificate.

For catalogue giving complete information regarding requirements of admission, advanced standing, summer school and atelier work, fellowships and scholarships, and for illustrated year book, etc., address DEAN OF THE COLLEGE, University of Pennsylvania, Philadelphia, Pa.

THE WHITE HOUSE, WASHINGTON. (Published by request).

Prince, Photo.

THE LEGAL AND BUSINESS SIDE OF THE PROFESSION.

IN discussing with an architect the legal and business side of the profession, the Editor of ARCHITECTURE was surprised to find how complicated and little understood by the architects is the law governing their profession. We have had prepared by competent authority a series of articles setting forth such simple rules as might explain to the architects their legal status. (See page 123.)

In searching for a lawyer who would be sufficiently familiar with the subject we were again surprised to find how little direct law there is on the subject, and how few lawyers are familiar with building law even on so simple a question as that of liens. In Mr. Clinton H. Blake, Jr., of the New York Bar, we found a man who had sufficient practice of this character to be familiar with the difficulties, who is a lawyer of such standing that his opinions carry authority, and who was willing to devote a sufficient amount of time to the preparation of the articles to make them worth while. We also discovered that it was absolutely impossible to make a single article in any sense genuinely useful, because the field was much too great to be covered in three or four thousand words in a way which would be really helpful, and we decided that a mere statement of the facts in regard to the law which should not include citations of cases which determined these facts was inadvisable. It was, therefore, agreed to make a series of articles which would define the mutual relations and obligations existing between the architect, the owner and the contractor, supporting each statement which has been legally adjudicated by references to the case or cases so as to make the series a real assistance to the architect or his lawyer when difficulties arise which can only be solved by appeal to the courts. We believe that this series will be found of the utmost value to architects, and may result in the saving of a great amount of difficulty and money.

ARCHITECTURAL CRITICISM.

AN exterior as prepossessing and original as that of the Woolworth Building naturally leads us to expect interiors (Plates LII-LIX) of uncommon interest; and we are not disappointed. The Broadway entrance leading to the Foyer Hall is treated in a style identical with the upper portion of the tower, and although the members used in the ornamentation are, necessarily, much smaller since they are designed to be viewed from close range rather than from a distance of five hundred feet; the design has been so nicely adjusted that there is no perceptible let-down in scale and the door holds its own on the great facade without overpowering the minutely detailed foyer to which it leads. This is the point at which failure is easiest and perhaps most common. It is not unusual to see entrances that bear little or no relation to the mass of the building against which they are set, or which are scaled enormously to harmonize with the exteriors, and by sheer bulk reduce to triviality and pettiness the foyer behind them, if this is scaled properly for interior work. Of course the scale of the Woolworth Building is comparatively small; a classic building of this height would require a cornice of tremendous size and an entrance of Brobdignagian proportions, but after all even a Gothic Building of this proportion needs pretty large members to count at all, and small as the moldings of the exterior appear, they are really very bulky pieces of material. The Foyer is at the opposite end of scale, and though pretty high and not narrow, it is executed with moldings as small as we find in delicate Georgian work. In other words, it has the proper scale for metal work of which a great deal is used.

The walls are covered with Sienna marble rich in color and exquisitely carved; the balconies are executed in metal with marble panels; the ceiling is of mosaic work in small pattern. The metal work and the ceiling are gold in color and the whole interior is extraordinarily rich in color, but because the very high key is not departed from anywhere and because neither the natural nor the artificial lighting is very full there is nothing blatant or grandiloquent about the effect. The artificial lighting, it may be well to note, is entirely indirect reflected from lights concealed behind the cornice. As the reflecting surface is gold colored, the light is very warm in colors and as the mosaic of the ceiling is not perfectly smooth like a plastered surface, the whole ceiling sparkles with myriad little points of light in a manner both diverting and fascinating.

The greatest interest is centered in the Foyer Hall, but the Bank which occupies one corner of the building is very agreeably detailed and the restaurant in the basement is far beyond the average of design for this sort of room. While it is in a way similar to the Mediaeval German Rathskeller, it is neither affected nor self conscious but a plain straightforward adaptation of antique methods of treatment for the ceiling and side walls. Perhaps the key note of the building is that old forms have been used wherever they formed good decorative features without much respect for their ancient functional fitness. That is all that one can do with historic motives in a steel structure.

AT the request of several architects who have not found among their files any illustrations of the White House the photograph in this issue is published (page 118). The building is, in a general way, familiar to every American architect, but so much interest is being taken at the present day in the surviving American specimens of Neo-Classic work that it has seemed worth while to republish the building. There are doubtless many things in the design which would hardly be included by the present generation of architects, but it is by no means sure that any of the present generation could design a building any better suited to be the residence of the President of this republic. It is charmingly naive, not perhaps the work of a very thoroughly educated designer, but of one of exquisite taste and with admirable feeling for detail, such as had indeed all the men of a generation that had no bad precedent to follow. It is interesting to observe that the ends of the building, which would not now-a-days be considered as carefully as the front, had a most interesting pilaster treatment, the center marked by grouped windows of unusual and picturesque character. The columns of the porte cochere at the front are spaced in a way not at all in accordance with the principles of Classic architecture, yet somehow do not offend as one might expect they would; and the pediments at the first story windows, alternately arched and pointed, are frankly adopted from well known Italian and French models. There is much in a building of this character which will repay the close attention of a discriminating archi-

(Continued page 121)

FIRE ASSOCIATION BUILDING, PHILADELPHIA. Edgar V. Seeler, Architect.

(*Continued from page 119*)

tect, and it seems rather worth while to illustrate it in ARCHITECTURE side by side with good specimens of current work, so that we may see wherein the qualities of present day design differ from those of a hundred years ago, and whether we have progressed or retrogressed.

THE country work of Messrs. Davis, McGrath & Kiessling is always watched with the keenest interest and appreciation and has for years been constantly growing in quality and ability. This is in the opinion of the writer, one of the very few firms that designs many country houses, whose work is constantly of high character, well reasoned, beautifully studied, and although of conservative character is distinctly original design, and not copying. They work in a way not dissimilar from that of Mr. Charles A. Platt, and produce results, although in houses of much smaller size, comparable to his. Of their recent work perhaps the most attractive example is the residence of Mrs. Margaret C. Post, Englewood, N. J., (pages 124-128), interestingly placed on the bench of a rather steep hill; the building is of fire proof construction, and the design therefore conforms to a simply blocked out plan, with openings carefully related to each other, a tall two story piazza on one front, and a very interesting porte cochere of iron work on the other. At one end of the house is a glazed sun parlor, and at the other a servants wing.

Perhaps the most cleverly conceived part of the design is the metal porte cochere; every architect knows how difficult it is to properly compose a porte cochere with a country house, especially of this character. The span required is too great, and the opening too high to scale with the balance of the work, and in practically abandoning any attempt to treat the porte cochere in the same materials as either the sun parlor or the two story porch, it seems that the architects have chosen very wisely. The frail and delicate members are perfectly in sympathy with the general lightness and grade of the detail of the balance of the building, but because of the metal construction one instantly realizes that it is stable and secure. I suppose that there have been other porte cocheres of this character built on country houses, but none happens to come to mind; certainly no Georgian or Colonial house had an adjunct of this character, the design of which is recalled by the iron balconies at the long windows at either side of it, which assist in strengthening the relationship between the two. The trellis, which cuts off the servants' entrance from the carriage circle, is another pretty piece of design, also of a unique and interesting kind, but the features which commend most admiration are largely those of detail; the lovely front entrance, the most agreeable cornice, the picturesque and yet practical arrangement of the sun parlor, and the excellent proportion of the semi-circular two story porch. The writer must confess that the method of laying the stone work in the base does not seem adapted to the excellent brick work above, but I am informed that this building was constructed upon foundations of a former house and that by the client's direction these old foundations were preserved in their original form. The plan was simple and direct; the axes are excellently preserved, and the relations and the size of the various rooms to each other are admirable. The house is altogether a very notable addition to a series of country houses on which we in America can be congratulated.

"WESTOVER." Theodate Pope, Architect. Copyright, 1913, Johnston-Hewitt.

WESTOVER SCHOOL, MIDDLEBURY, CONN.

AUGUST F. JACCACI.

MIDDLEBURY situated six miles from Waterbury and therefore easily accessible, is in the heart of a rural community of small Connecticut farmers, far from the hustle and bustle of the world. Westover School, Theodate Pope, architect (pages 129-132), faces the green of this little New England village, where life is very peaceful, almost hushed. Its only neighbors are a few churches and homes of simple, decorous appearance. One feels that the location, ideal for such a school, has been a source of inspiration to the architect, otherwise it would have been impossible to make the newcomer of commanding size take its place in so harmonious a fashion in this environment, that it looks as natural a feature of the scene as the modest old buildings nestling under the trees. The photographs reproduced, herewith, make a description of the style of its architecture superfluous. Looking at them one may recall indefinite impressions, vague memories of old English or Dutch buildings, but one soon realizes that it is their spirit alone which the architect has had in the background of her mind, for Westover is an original architectural creation of intrinsic quality and meaning, conceived to meet the particular necessities, material and esthetics, of the problem—the housing and setting of a modern school for American girls. It is infused with beauty, with a spirituality which is a charm and must ever be a precious inspiration, but it also is admirably suited to all its practical purposes. Structurally as well as in detail, either of plan, of construction or of finish, it is sound, sensible and most efficiently practical.

Uniformly finished in gray stucco, the great rectangular building, extending some 220 feet across the front and back and nearly 260 feet on the sides, encloses a grass quadrangle 100 x 147 feet which focuses the school life and brings all of its activities into the necessary close relations.

(*Continued page 123*)

BOARD ROOM AND MAIN OFFICE, FIRE ASSOCIATION BUILDING, PHILADELPHIA. Edgar V. Seeler, Architect.

(Continued from page 121)

The disposition of the diverse features of the school around this quadrangle follows a plan of the greatest simplicity which while giving the necessary unity and centralization yet allows for the best, most thorough and individual development of each part. A study of the plan is worth all descriptions. They show how well administration offices, reception rooms, living rooms, library, gymnasium, chapel, infirmary (which is an isolation ward), dining rooms, etc., are placed, and how well they meet their practical requirements, and yet how they all are so related to one another that without being alike the spirit and character of the whole pervades each unit. I may point out as an example the special apartments of the head mistress which form a manner of pavilion balancing on the west side of the facade the Chapel of St. Margaret on the east. Both are models of what a house of prayer and such a dwelling should be, and while radically different they harmonize perfectly.

There is an abundance of light everywhere, each room having sunshine for some portion of the day, and the air is kept pure by the most modern methods. The steam and electric plant for heat and lighting is placed outside near the kitchen in a depression of the ground, which makes it entirely inconspicuous. The water supply is from springs some miles away owned by the school; the sewerage system laid out scientifically; and protection against fire secured through the installation of a two hundred fifty thousand gallon reservoir located on high ground which supplies water at high pressure to automatic sprinklers throughout the building and hydrants outside.

THE LAW OF ARCHITECT, OWNER AND CONTRACTOR.

BY CLINTON H. BLAKE, JR.
(Of the New York Bar).

IT is the purpose of the series of articles, of which this is the first, to give, in simple and practical form, a statement of the several and varying relationships, and the legal rights, duties and liabilities accompanying those relationships, of the architect, the owner or client, and the contractor or builder.

In such a comparatively condensed statement of the subject, as its treatment in the present form requires, it is necessarily quite impossible to cover every varying shade of interpretation and construction which a full and technical legal treatise, on the same subject matter, would naturally include; nor, manifestly, is it desirable that more technical legal phraseology be here employed than is absolutely necessary. Abraham Lincoln once said that General McClellan's tardiness reminded him

> "of a fellow in Illinois who had studied law but had never tried a case. He was sued, and, not having confidence in his ability to manage his own case, employed a lawyer to manage it for him. He had only a confused idea of the meaning of law terms, and, on the trial, constantly made suggestions to his lawyer, who paid but little attention to him. At last, fearing that his lawyer was not handling the opposing counsel very well, he lost all his patience, and, springing to his feet, cried out:
>
> "'Why don't you go at him with a fi. fa., a demurer, a capias, a surrebutter, or ne exeat, or something, and not stand there like a nudum pactum or a non est?'"

(Lincoln's Own Stories, Anthony Gross, Harpers, 1912.) The purpose here is not to attack the legal phases of architecture with a "fi. fa., a demurrer, a capias, a surrebutter, or ne exeat or something," nor yet, be it hoped, to assume the role of a "nudum pactum or a non est." Rather is it its purpose to consider those situations arising in the practice of every architect, wherein his own rights, liabilities, and duties, those of his client, the owner, and those of the builder are involved, and to give, for the convenience of the architect himself primarily, and in form as free as possible from technical legal terms and phraseology, an understandable idea of the general legal theories and principles upon which these several rights and liabilities depend; and of the manner in which the courts have passed upon the questions which have arisen in connection with them. This does not mean that in such legal difficulties as may arise, the architect will necessarily find here the exact remedy to be applied. Nor is it to be desired that he should view the present articles as providing a "pocket manual of the law for personal application" or affording a means of home treatment for real legal ills. Too often does such a course—and I trust that I may not be considered an interested witness in so testifying—lead to difficulties, losses and expenses, which a little proper action in the beginning would have obviated; and very seldom, if ever, in the law, does identically the same situation arise a second time.

There are, undeniably, however, certain broad and many less broad, but none the less vital, principles governing the rights, the relationships, the duties and the liabilities of the architect, the owner and the builder, which should be understood by them if they are to deal with one another with a minimum of legal controversies and a desirable degree of intelligence, understanding, and mutual satisfaction. These principles, in the interests of the architect especially, it seems desirable and helpful to state in available form and in their proper legal significance and order. There will be found collected in considerable detail citations of authorities covering the various points involved and illustrative of the manner in which they have been viewed and treated by the courts of the several States, especially the courts of the State of New York, by the Federal Courts and by the Courts of other countries.

It will be understood that in speaking of the owner, reference is made to the client of the architect, and that the term, contractor or builder, refers to the person or firm or corporation to whom the construction of the building and similar work has been intrusted. In the broad view of the matter, it makes no difference of course, whether the owner or contractor, or both of them, is or are a corporation or corporations, association or associations, a partnership or partnerships. Subject only to the ordinary rules whereby associations, corporations and partnerships are in their dealings distinguished from individuals and which will be noted as may be necessary, they stand, so far as the matters here to be considered are concerned, in no different situation than the ordinary individual owner or contractor.

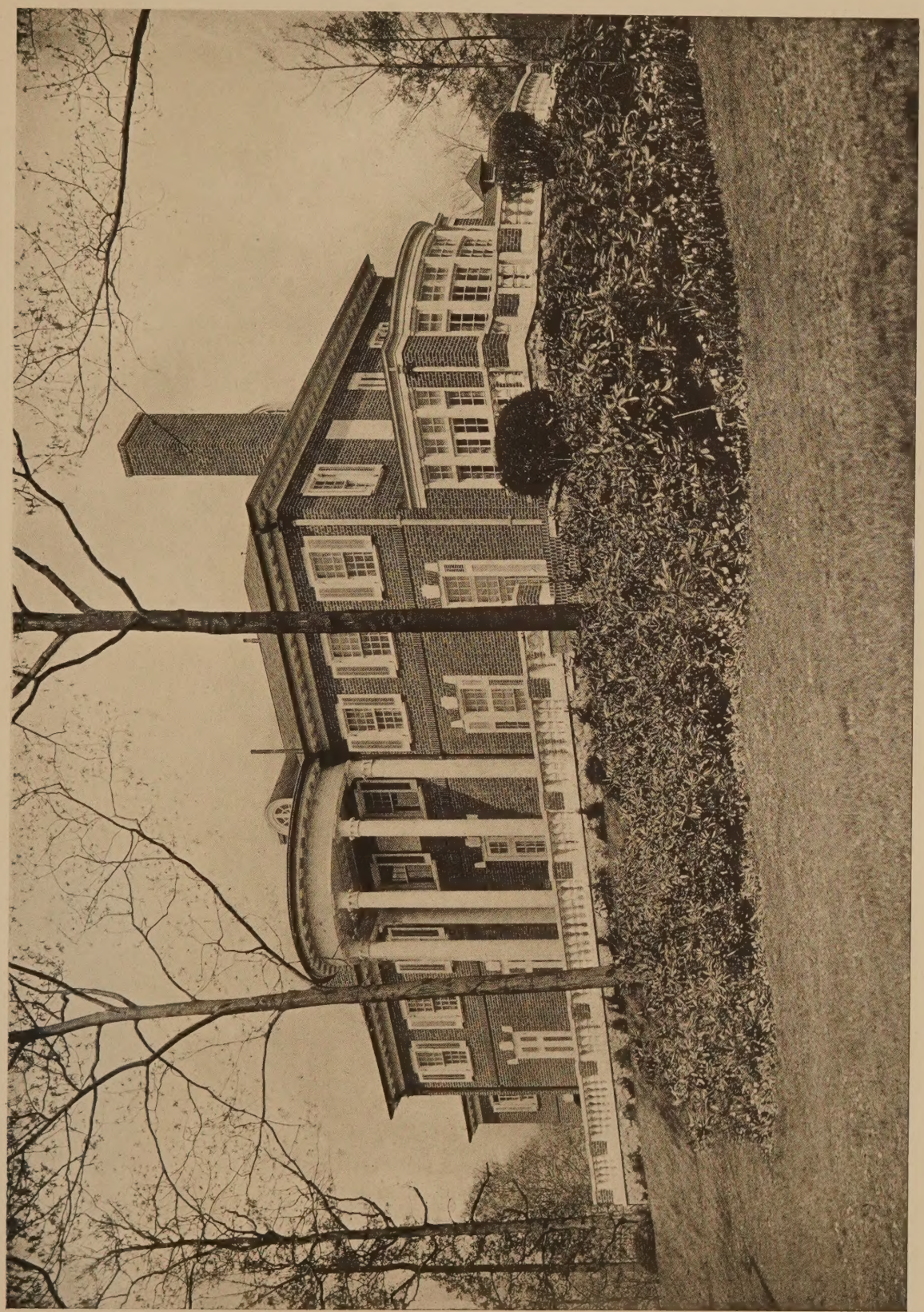
THE ARCHITECT AND THE OWNER.—THEIR RELATIONSHIP.

The relationship existing between the architect and the owner, his client, is, to a marked degree, similar and in some ways substantially identical with the relationship existing between an attorney and his client and a physician and his patient, (Coombs vs. Beede, 89 Me. 187). In each case is the professional man in a position of trust and confidence. In each is he the recognized agent of his client.

(Continued page 133)

HOUSE, MRS. MARGARET C. POST, ENGLEWOOD, N. J.

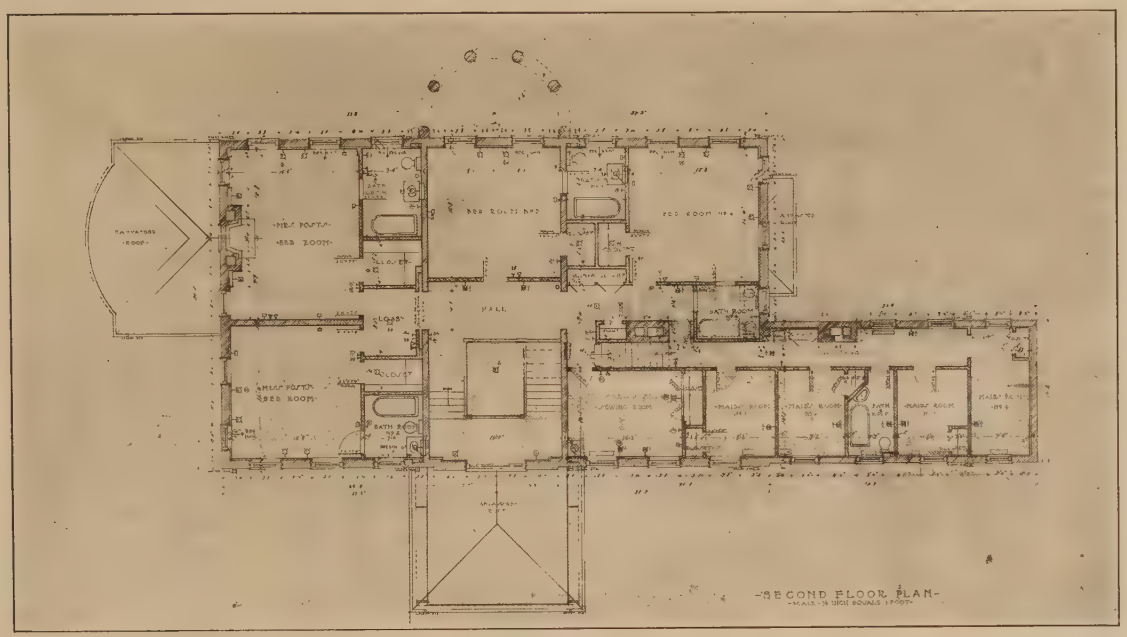
Davis, McGrath & Kiessling, Architects.

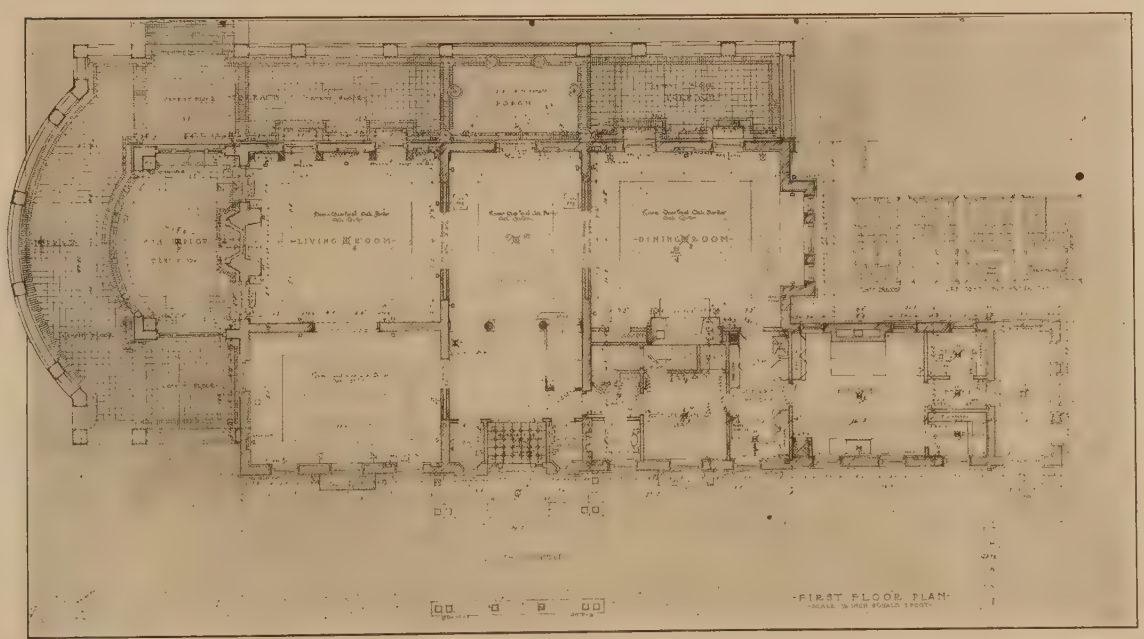


HOUSE, MRS. MARGARET C. POST, ENGLEWOOD, N. J.

Davis, McGrath & Kiessling, Architects.

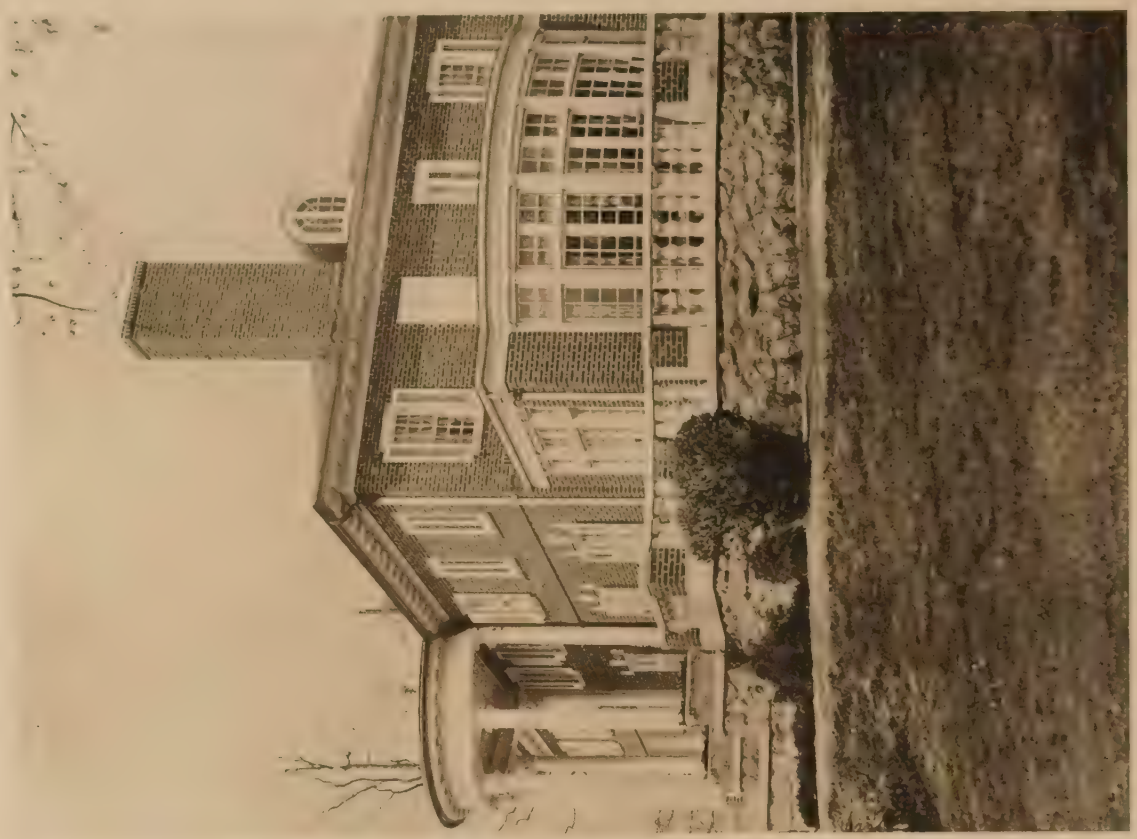
ENTRANCE, HOUSE, MRS. MARGARET C. POST, ENGLEWOOD, N. J. Davis, McGrath & Kiesling, Architects.





PLANS, HOUSE, MRS. MARGARET C. POST, ENGLEWOOD, N. J

Davis, McGrath & Kiessling, Architects.



DETAILS, HOUSE, MRS. MARGARET C. POST, ENGLEWOOD, N. J.

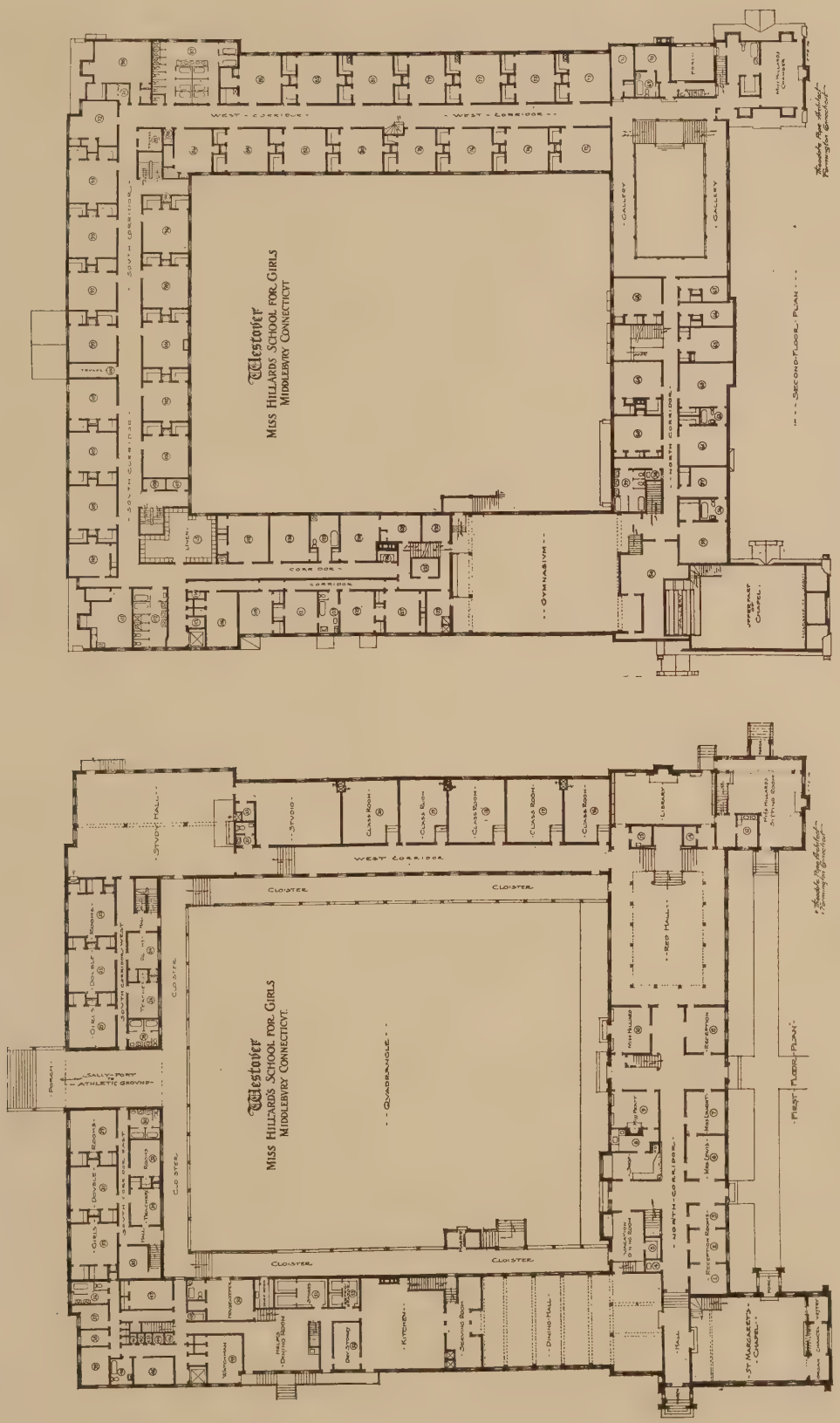
Davis, McGrath & Kiesling, Architects.

"WESTOVER," A SCHOOL FOR GIRLS, MIDDLEBURY, CONN.

Theodate Pope, Architect. Copyright, 1913. Johnston-Hewitt.

"WESTOVER," A SCHOOL FOR GIRLS, MIDDLEBURY, CONN.

Theodate Pope, Architect. Copyright, 1913, Johnston-Hewitt.



Theodate Pope, Architect.

PLANS, "WESTOVER," A SCHOOL FOR GIRLS, MIDDLEBURY, CONN.

VIEWS IN QUADRANGLE, "WESTOVER," A SCHOOL FOR GIRLS, MIDDLEBURY, CONN.

Copyright, 1913. Johnston-Hewitt.

Theodate Pope, Architect.

(Continued from page 123)

In each is he assumed to possess, by virtue of the very nature of his calling, a special degree of skill and ability therein; and in each, though as to this infinitely more in the case of the attorney or physician than in the case of the architect, is he under certain obligations to the public and to the State. Unlike the attorney, the architect, if under examination in Court, may not, it seems, successfully plead privilege as to communications between him and his employer (Wait Eng. & Arch. Juris., page 772) nor yet, it has been held, does he render himself liable in damages by making disclosures of his employer's intention to build or the location of the proposed building [Havens v. Donahue, 43 Pac. Rep. (Cal. Supreme Court 1896) 962], provided of course that he has neither agreed to keep silent as to these matters nor been requested by his employer to treat them as confidential. The rule allowing the architect to make disclosures of this character, without the incurring of liability, is not, however, sufficiently well established to be considered a safe one to act upon, entirely aside from the ethical questions involved; and a case (Green v. Brooks, 81 Cal. 328, 22 Pac. Rep. 849), cited by Mr. Wait (Eng. Archur. etc., page 772) in support of the rule allowing disclosure by an architect or engineer of the building site selected by the employer does not seem to warrant its citation in this connection for the reason that the decision is specifically stated to be applicable to situations where no relations of trust or public confidence exist. So far, certainly, as public officers are concerned, such disclosures have not been viewed with favor. (Wills et al v Abbey et al, 27 Texas 202; and see Flanikin v. Fokes, 15 Texas 180, DeLeon v. White, 9 Texas 598.)

Whether his services be gratuitous or not (People v. Campbell, 82 N. Y. 247), the architect must, subject to the certain differences, such as those in relation to privileged communications just noted, necessarily present by reason of the peculiar attributes and customs of each profession, preserve toward his client in all their dealings, the same general attitude as that which characterizes the relationship of physician and patient, or attorney and client. He must, it goes without saying, act for his client in absolute and entire good faith throughout, and in all ways consistently with the trust and confidence which the client has reposed in him (Lewis v. Slack, 27 Mo. Ap. 119—Badger v. Kerber, 61 Ill. 328, Clark on Architects, page 94, Wait on Architectural and Engineering Jurisprudence, pages, 446-7).

With the contractor, the relationship of the architect, as will be seen, is different, but here too he is under the necessity of acting in perfect sincerity and good faith, though under none of those special obligations which flow from his relation to his client and the direct contract between them. To the public too, as in the proper supervision of the construction of public or office or tenement or apartment buildings to be occupied or used by the public, he is under obligations to use all reasonable care and diligence, although, publicly, his obligations and duties are naturally less than those of a physician on whom the public health may depend or of an attorney who is an officer of the Court before which he practices. The public obligations of the architect are, however, being recognized more generally of late in the United States as is evidenced by decisions recognizing his accountability to third parties, under circumstances which will be noted, and by legislation in various States regulating the requirements for admission of architects to practice and requiring the obtaining of State certificates before practice can be undertaken. (Cp. N. J. P. L. 1902, p. 54, vol. I, N. J. Compiled Stat. pp. 110-113, California, Stat. 1901, p. 641.)

Inasmuch as the position of the architect is one of trust and confidence, it is clear that he must not, certainly not without the consent of the owner, have the slightest pecuniary interest in the contract or in its performance, other than his interest under his agreement with his employer, nor private agreements or understandings of any character whatsoever, relative to the contract or the work in hand, with the contractor or with sub-contractors or employees. Such agreements or understandings at once disqualify the architect from acting in that entirely disinterested and single minded manner, which his position of trust and confidence requires. By entering into any such private agreement or understanding or securing any pecuniary interest in the contract other than his interest under his agreement with his employer, the architect exposes himself at once to the danger of dismissal by his client. For it is a principle which the law has recognized that an architect who has any pecuniary interest in a contract or its performance other than his interest in the agreed compensation which he is to receive, or, in the absence of express agreement regarding compensation, his interest in such reasonable compensation as he may be entitled to, or an architect who has accepted commissions in connection with the contract from the contractor, has so acted as to make it impossible for him to continue properly to represent his employer, and that the latter will be justified in terminating the employment forthwith accordingly. (Norris v. Day, 10 L. J. N. S., Exch in Eq, 43—Tahrland v. Rodier, 16 L. C. Rep. 473 Lloyds Law of Building and Buildings, second edition, § 11; American and English Encyclopedia of Law, second edition, volume 2, pages 815-816.)

Where the superintendent of a building whose duties required that he pass upon accounts for materials furnished, made an agreement with a lumber dealer, by the terms of which the latter should pay the superintendent a commission on all sales of lumber, made as a result of the exercise of his influence with those by whom he was employed, the court held the agreement to be void as against public policy, and this although it appeared that it was not the duty of the superintendent to pass upon accounts for materials furnished to his employers (Atlee v. Fink 75 Mo., 100, 42 Am. Rep. 385). The same court in a shortly subsequent decision decided that a writing charging a supervising architect with having given work upon a building, in connection with which he was employed, to certain persons who paid him a commission therefor, was not actionable "per se" (Legg v. Dunleavy, 80 Mo. 558, 50 Am. Rep. 512) which is to say that it did not in itself charge the architect with any criminal or disgraceful conduct, or hold him up to public contempt, scorn, ridicule, or obloquy, or tend to injure him in his profession. While opinions may, perhaps, properly differ as to whether such a statement is libelous or not—and I am, I confess, among those who believe that in our American regard for free speech and a free press, we have not always accorded all the protection which we should to the individual, against slander and against libel—these two

(Continued page 135)

HOUSE, H. H. OLTMANN, PALISADE, N. J.

Aymar Embury II, Architect.

(Continued from page 133)

cases well illustrate the importance in which the courts hold the trust obligations, if we may so term them, of the architect: in that, even where it does not appear that any damage has been occasioned the owner by the acceptance of a commission by the superintendent nor yet that the mere acceptance of the commission in itself is to be taken as an improper act morally on the part of the superintendent, yet the requirement that one in the latter's position shall be free to carry out his duties without being influenced consciously or unconsciously by conflicting interests, is so insistent that the commission agreement here referred to is properly to be held to be against public policy and consequently void.

Where the architect brings suit for professional services rendered and the owner, in defending, claims negligence on the part of the architect and it appears that the builder has made advances or loans to the architect, these advances and loans are held to be properly provable by the builder as bearing upon the question of negligence alleged in the answer, no actual fraud having been pleaded. (Gilman v. Stevens, 54 Howard's Prac. [N. Y.] 197.) So too the duties of a building superintendent are of such a nature that it is not proper that he be appointed by or controlled by the contractor; and the inconsistency of the two positions is such that a contract for the employment of the contractor as superintendent of his own work will not be implied (Friedland v. McNeil, 33 Mich 40).

Where the architect accepts employment from the contractor or builder this act on his part has in at least one jurisdiction been held to relieve the owner from any claim for extra work (Day & Co. v. Pickens County, 53 South Car. 46 at p. 50) and where the architect prepared the plans and specifications and thereafter was made the contractor for the erection of the building, he was not allowed to claim that a defect in construction was one of plans and specifications and not of building, on the ground that he was responsible for both plans and construction (Louisiana Molasses Co. v. Le Sassier et als, 52 La. Ann. 2070).

While it has been seen that no private agreements or understandings between the architect and the builder will be countenanced, it should be noted, in limitation of the general rule, that, in cases where the circumstances are or must be known to the owner, the mere existence of an agreement between the architect and the builder will not be allowed to be interposed by the owner as a bar to a recovery by the architect for his services. Thus where the owners employ an architect to superintend the construction of a building of which he is, also, one of the contractors, they are not allowed in defense of an action by the architect to recover for his services as such superintendent, it appearing that the services have been properly performed, to plead, in defence, that by reason of his occupying the two inconsistent positions of architect and contractor, a recovery is barred on the grounds of public policy. (Shaw v. Andrews, 9 Cal. 73.) Similarly, the contract of an architect with a builder, made with the knowledge of the owner and attached to the original building contract and recorded, is not to be considered as void unless actual fraud or deception be shown. (Orlandi et al v. Gray et al; Hayne v. Gray; 125 Cal. 372.)

While the courts will not encourage or countenance any act by the architect inconsistent with his position of trust and responsibility they are, nevertheless, inclined to consider the architect by reason of the very nature of his profession, honorable and single minded in his employers' interest until the opposite be shown, and will not adopt a strained construction of his natural and entirely honorable acts. In accordance with this position a French court has refused to presume that the architect was employed by the builder from the fact that the builder went to the architect to see the plans or to borrow them (Poitras v. Deslauriers, 4 Rev. Leg. 375), and from the comparatively infinitesimal number of cases in England and in this country in which any improper conduct on the part of the architect has appeared, it is evident that the architectural profession may, with no small degree of satisfaction, view the record for loyalty to its ethics, to its duties and to its responsibilities, established by its individual members.

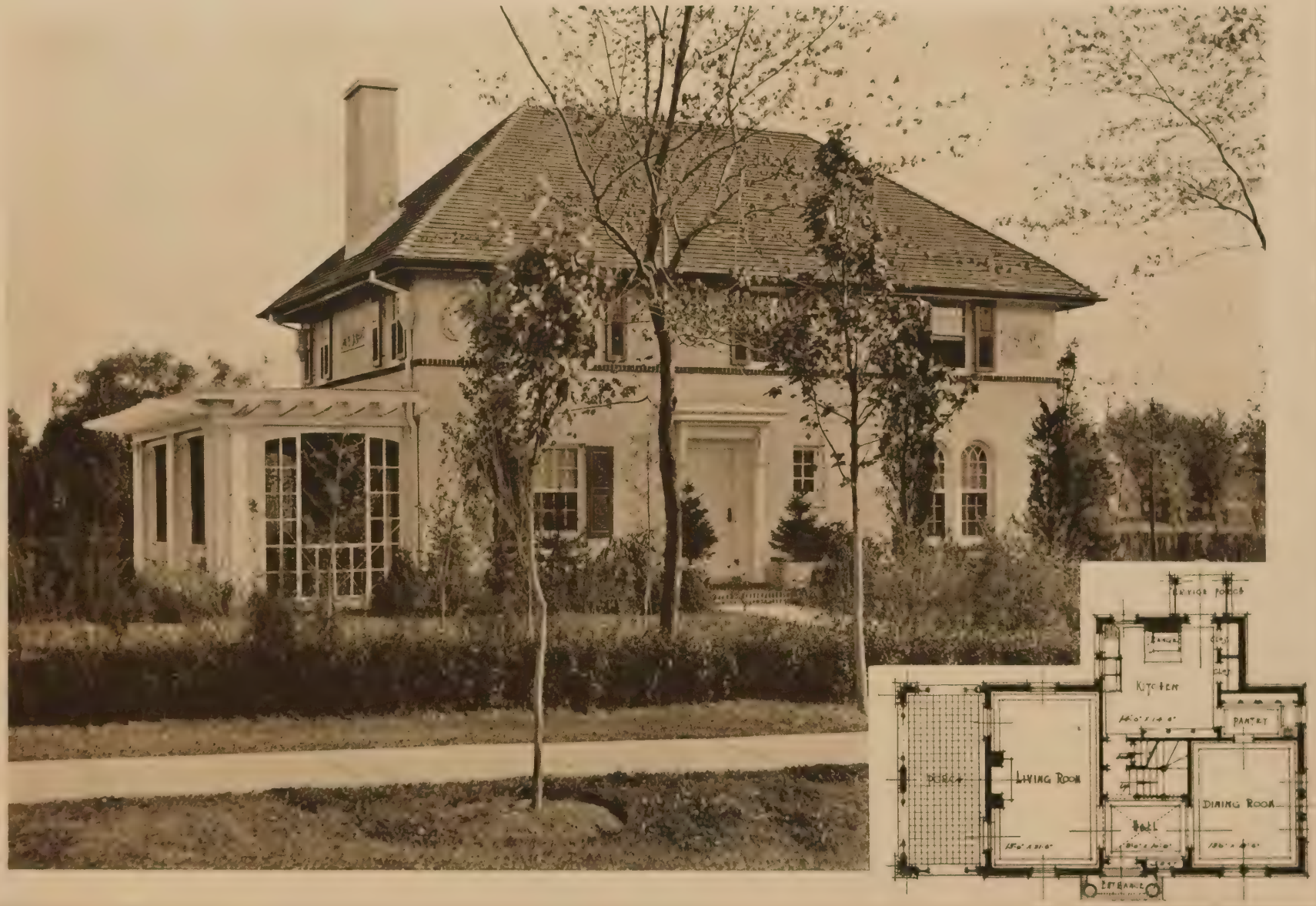
THE ARCHITECT AS AGENT OF THE OWNER.

There is probably no phase of the whole subject of architecture which presents more questions for legal determination and none presenting situations of more difficulty and requiring more careful handling by the architect, not only in the interest of his client but in his own interest as well, than that dealing with the character, scope and effect of the agency of the architect.

In employment necessitating merely the preparation of plans and specifications, or the giving of expert advice, and in all matters of mere consultation or dealings with the client alone, the question of agency does not arise, but the moment that, as in the ordinary case, there is added the duty of superintendence or dealings, in behalf of the owner, with the builder or third parties the question of agency becomes at once of vital importance; and the directions to the contractor in regard to the work, the allowance of extras, the giving of certificates, the changing of the contract in any detail of construction, material, or otherwise, all are at once involved.

The agency of the architect may, broadly speaking, be either express or implied. Where express, that is where the authority has been conferred in definite terms, it may be either written or oral; where implied and where, consequently, there is no formal agreement either written or oral by which to determine and measure the extent and character of the authority conferred, the question of the architect's agency will be determined by the ordinary principles of the law of agency modified as they may be by circumstances, and by the customs and rules governing the practice of the architectural profession. When the terms are express, whether written or oral, no amount of custom will justify a departure from them—assuming of course that there are no provisions which are illegal or opposed to public policy—and the terms of the authority delegated must be strictly respected and adhered to and will be disregarded or exceeded by the architect at the immediate risk of he himself incurring a direct personal liability. (Homersham v. Wolverhampton Water-works Co. 6 Exch. 137; Thayer v. Vermont Central Railroad Co. 24 Vt. 440; Vanderwerker et al v. Vermont Central Railroad Co. 27 Vt. 125, Id. 130; Herrick v. Estate of Sewall Belknap et al, 27 Vt. 673; Ahern v. Boyce, 19 Mo. App. 552; Woodruff v. Rochester and Pittsburgh Railroad Co. 108 N. Y. 39; Weggner v. Greenstine 114 Mich. 310; Redfield on Law of Railroads, 6th Ed. Vol. I, p. 430.)

(Continued page 137)



HOUSE AT GREAT NECK, L. I.

Aymar Embury II, Architect.

(Continued from page 135)

In a leading case in New York State a construction company contracted with the defendant railroad company to construct a portion of its road. The construction company in turn made a contract with a third company to complete a certain portion of the section of the road covered by the contract between the construction company and the railroad company. The third company in turn sublet a portion of the work undertaken by it, to the plaintiffs. Included in the terms of the sub-contract was the following: "Extra Work—nor shall any claim be allowed for extra work unless the same shall be done in pursuance to a written order from the engineer in charge and the claim made at the first settlement after the work was executed, unless the chief engineer, at his discretion, should direct the claim or such part as he may deem just and equitable to be allowed." The plaintiffs in performing their work were called upon to do considerable excavating which was necessitated by the sides of the cut which they were making caving in on a number of occasions. For this work they claimed extras and the proof tended to show that they did the work at the request of the engineers in charge. There was no evidence that these engineers had any special authority whatever from the defendant to bind it for this work or to enter into any contract on its behalf relative thereto. Neither did it appear that the defendant had ratified the agreement alleged to have been made with the plaintiffs by the engineers. The court, after referring to the terms of the contract with reference to extra work and above quoted, said:

> "This was one of the terms of the contract and we are unable to perceive that the engineers had any power or authority to alter or change it. It was inserted in the contract to protect the defendant from claims for extra work which might be based upon oral evidence, after the work was completed and when it might be difficult to prove the facts in relation thereto. If the engineers in charge had an unlimited authority to change the contract at their will, and to make special agreements for work fairly embraced therein, then the defendant had very little protection from the reduction of their contract to writing. If these engineers were the agents of the defendant, they were its agents with special powers, simply to do the engineering work and to superintend and direct as to the execution of the contract. But they had no power to alter or vary the terms of the contract or to create obligations binding upon the defendant not embraced in the contract." (Woodruff et al. v. Rochester & Pittsburgh Railroad Co., 108 N. Y. 39.)

To state the rule in slightly different form: "where the contract contains express provisions that no allowance shall be made against the company for extra work unless directed in writing under the hand of the engineer or some other person designated, or unless some other requisite formality be complied with, the party who performs extra work, upon the assurance of any agent of the company, that it will be allowed by the company, without the requisite formality, must look to the agent for compensation and can not recover of the company, either at law or in equity."

(Redfield on the Law of Railroads, 6th ed., Vol. I, p. 430; White v. San Rafael and San Quentin R. R. Co. 50 Cal. 417, holding a verbal order for extra work, to be of no effect where the contract, while providing that the engineers may direct alterations and additions, also provides that no payment for extra work shall be made, unless the latter has been ordered in writing by the engineer. (Kirk v. Guardians etc. 2 Phila. 640, 1 Redfield Am. R. R. Cases, 305.)

It must be clearly understood that inasmuch as the agency of the architect is limited by the terms of the contract between himself and his client, the fact that he is employed as architect does not in itself constitute him the general agent of the client. (Starkweather v. Goodman, 48 Conn. 101, Crockett v. Chattahoochen Brick Co. 95 Ga. 540; Adland v. Muldoon 45 Ill. 193; Coombs v. Bude 89 Me. 187; Leverone v. Arancio 179 Mass. 439; Weeks v. The Rector, etc., of Trinity Church, 56 N. Y. A. D. 195; Dodge v. McDonnell, 14 Wis. 553.) The owner may constitute the architect his general agent for all purposes and by declaring him broadly to be "the agent of the owner" invest him thereby with authority to bind the owner for extras and for alterations (Langley v. Rouss, 85 N. Y. A. D. 27; Kimberly v. Dick, L. R. 13 Eq. 1), but the general rule is entirely clear that an architect engaged to superintend the construction of a building must see that the contract is carried out in accordance with its terms, and has no right whatsoever, in the absence of special authorization, to change, to alter, or to modify, the terms of the contract between the owner and the builder, nor to make new contracts involving additional expenses, nor to make any alterations in the plans and specifications nor to authorize extra work or material, other than that specified in the original contract. (Fireproof Building Co. v. First National Bank, 54 Super. Court [N. Y.] 511); Glacius et al v. Block 50 N. Y. 145; Dillon v. City of Syracuse, 5 Silv. Supreme Court (N. Y.) 575, 9 N. Y. Supp.; 98, 29 N. Y. St. Rep. 912; Fitzgerald v. Moran 141 N. Y. 419: Woodruff v. Rochester etc. R. Co. 108 N. Y. 39: Richard v. Clark, 43 Misc. (N. Y.) 622: Starkweather v. Goodman, 48 Conn. 101: Gray v. LaSociete Francaise etc. 131 California 566; Maldard et al v. Moody et al, 105 Ga. 400 (but see Smith et al v. Farmers Trust Co., 97 Iowa 117: to the effect that where contract expressly stipulates that excavations shall be made under the direction of the architect specified, a variation from the plans, by direction of the architect, although without the knowledge of the owner, will not justify any deduction from the contract price.) Adlard v. Muldoon, 45 Ill. 193: Campbell v. Day, 90 Ill. 363: Watts v. Metcalf, 23 Ky. L. Rep. 2189, 66 S. W. Rep. 824; Lewis v. Slack, 27 Mo. App. 119: Bond v. The Mayor etc., 19 N. J. Eq. 376: Mayes v. Reg. 23 Canadian Sup. Ct. 454, affirming 2 Exch. 403; Jones v. Reg., 7 Can. Sup. Ct. 570; Reg. v. Stars et al, Can. Sup. Ct. 118: Baltimore Cemetery Co. v. Coburn, 7 Maryland 202; Stuart v. City of Cambridge, 125 Mass. 102; McIntosh v. Hastings, 156 Mass. 344; Day v. Pickens Co., 53 S. C. 46; Dodge v. McDonnell, 14 Wis. 553; Wagner Co. v. Cawker, 112 Wis. 532; Fontano v. Robbins, 22 App. Cas. (D. C.) 253; Sharpe v. San Paulo etc. Co., 27 L. T. Rep. N. S. 699 L. R. 8 Ch. App. 605 (notes), affirmed in L. R. 8 Ch. App. 597; Rex. v. Peto 1, Younge & Jarvis 37; Cooper v. Langdon, 9 Meeson & Welsby 60; Hudson Bldg. Contracts, Vol. I. sec. 3.

A leading case on this whole agency question, decided in Connecticut, as early as 1880, arose on the following state of facts: a builder entered into a written contract with the defendant whereby he agreed to furnish the materials to build a house for the defendant in accordance with specified plans and specifications and for an agreed compensation. It was provided that all the materials and work should be accepted by the architect, who was specified, and that the latter should superintend the construction of the building. The builder, in entire good faith and under the direction

(Continued page 139)

HOUSE, FRED'K S. JORDAN, GREAT NECK, L. I.

Aymar Embury II, Architect

(Continued from page 137)

of the architect, performed certain extra work, which varied from and was in addition to the work outlined in the plans and specifications. When the house was nearing completion, the builder furnished the defendant with a written statement of the extra work and material and the defendant at that time made no objection to it, although it does not appear that he ratified it. It appeared also that at the time when the builder gave the defendant the written notice referred to, the extra work had been actually performed upon, and the materials had been actually used in the construction of the building and become a part thereof, and could not be withdrawn. Subsequently, other extras were ordered by the architect and furnished by the builder. It did not appear that at the time when the builder rendered his first bill for extras, he suggested to the defendant the possibility of more extras being needed or indeed that any thought was given to this point by either of the parties. The court below gave judgment for the plaintiff and the defendant appealed. The higher court reversed the judgment holding:

> The contract sets forth the extent of Easton's agency for the defendant; he is only to see that the materials and workmanship are in accordance with the specifications. There remained no opportunity to Smith to extend that power by inference, and when he furnished materials for or performed labor upon the house in excess of the specifications upon the order of Easton, he assumed the risk of ratification by the defendant.
>
> Nor is the defendant estopped from insisting upon this contract limitation upon Easton by the fact that when the house was nearly completed he received in silence a statement of work and materials not specified in the written contract, which included some which he had not ordered; for these had been wrought into the building and were then beyond possibility of withdrawal by Smith, however strongly the defendant might have protested against payment for them. It is very clear therefore, that, as to these extras, Smith was not led into any action resulting in loss to him by the defendant's failing to make the objection.
>
> But it is said that other extras were afterwards ordered by Easton and furnished by Smith, and that, whatever might be the effect of the defendant's silence upon the extras already furnished, he ought to be regarded, by reason thereof, as authorizing the extras afterwards ordered. But it does not appear that Smith at that time suggested to him that there might be other extras ordered by Easton, or that the matter was thought of by either of them. Besides the question whether the defendant intended to influence the future action of Smith, or was guilty of such gross negligence that he could be chargeable with that intention, and the further question whether Smith was influenced by his conduct, were both questions of fact and not of law, and it is impossible for us to find these facts when the court below has failed to do so. (Starkweather v. Goodman, 48 Conn. 101.)

In another leading case in Massachusetts, the plaintiffs offered to show that they did the certain work for the value of which the suit was brought under the direction of the defendant's agent, the architect; that they stated to the latter that the work was not included in their contract and that he told them "to go ahead and do the work as he directed and they would be paid for it." The court excluded this evidence, holding that

> "the written contract carefully provides that any additions to or deviations from the plans or specifications shall be directed in writing by the committee or architect and that it is expressly agreed that no alterations or additions are to be paid for unless so directed in writing. No evidence was offered of any waiver of this provision by the defendant or of any authority in the architect to waive it. This clause was intended to protect the defendant against claims for extra work under alleged oral directions or contracts. If the evidence offered can be construed to show that oral promises by the architect founded upon a sufficient consideration to pay for the work sued for as extra work, it was made without authority and is not binding upon the defendant." (Stuart v. Cambridge, 125 Mass. 102.)

The same rule has been applied, and vigorously, in New York State. In one instance, a building contract provided in the specifications that Kings Winsor cement should be used and the work carried out under the direction of a certain superintendent. Elsewhere in the specifications it was provided that the cement should be mixed "with equal parts good sharp and dry sand." There was also a provision that in the event that any dispute arose respecting the true construction of the specifications, the matter should be decided by the architect "whose decision shall be final and conclusive." The plaintiff, a sub-contractor for the plastering work, filed a mechanic's lien for his services and materials, and brought an action to foreclose the same. On the trial of the action, it appeared that the cement mixture used was two parts sand and one part cement. The plaintiff testified that the variation from the specifications in the preparation of the mixture was in accordance with the direction of the superintendent. A letter was also introduced which the architect had written to the plaintiff, in which he stated that the plaintiff was not doing the work in accordance with the contract and was not following the instructions of the superintendent and in which he directed him to follow those instructions "to the letter." The court below dismissed plaintiff's complaint and the Court of Appeals by Chief Justice Andrews affirmed the judgment below in the following language:

> There is some evidence tending to show that the variation from the specifications in the proportions of sand and cement was directed by the superintendent of King & Company, but it is plain that the provision that the plastering should be done under the direction of the superintendent of King & Company had relation to the manner of applying the plaster, and gave him no authority to change the component parts of the mixture specifically prescribed. . . . It is difficult to see how a letter complaining of the work as not complying with the contract could be construed as an authority to follow the instructions of the superintendent of King & Co., in respect of a matter fixed by the specifications and a departure from which in reducing the proportion of cement would not be of advantage to the owner of the building. (Fitzgerald vs. Moran et al., 141 N. Y. 419.)

In another New York case, the plaintiff brought action to recover for work done and materials furnished in a building constructed by the defendants under the direction of their architects. The question arose as to whether the architects had made, or had in any case a right to make, with the plaintiff, a new contract relative to the work and binding upon the defendants. It appeared that the architects were employed by the defendants to prepare the plans and specifications, to secure estimates, and to superintend the erection of the building.

The court held that "the employment as architects to superintend the building and see that the persons with whom the defendants had contracted performed their contracts would not give the architects authority to make new contracts."

(The Fireproof Building Company vs. The First National Bank, 54 N. Y. Super. Court, 511.)

In the absence of provisions giving to him specific authority so to do, the architect can not employ a new contractor to do work already undertaken by the contractor originally chosen (Campbell v. Day, 90 Ill. 363) nor can he substitute, either as respects the performance of the work

(Continued page 141)

HOUSE, ROBT. HOBBS, GREAT NECK, L. I.

Aymar Embury II, Architect.

(*Continued from page 139*)

or the payment therefor, a subcontractor for the principal contractor, nor does the mere fact that the owner happens to see the work being done by the subcontractor serve to make the owner liable; for, in the absence of special circumstances, it will be presumed that the owner has the right to suppose that the work is being done for the principal contractor. (Campbell v. Day, 90 Ill. 363; Bouton v. Supervisors of McDonough County, 84 Ill. 384,—but note that this is a case of public rather than of private agency.)

So, in the case of a public corporation at least, certificates cannot be given to subcontractors, (Bouton v. MvDonough County, 84 Ill. 384) and neither certificates nor orders issued must vary from the form specified in the contract,—if a form be specified. (Mills. v. Weeks, 21 Ill. 561.) Similarly, when the architect is, either orally or by the terms of the written contract, given authority to certify extras and authorize alterations, the client will not be held liable unless the architect complies with and keeps strictly within the terms of the authority conferred. (Ahern v. Boyce, 19 Mo. App. 552; Woodruff v. Rochester etc. R. Co., 108 N. Y. 39; Commune de Calombier. Saugnieu v. Duchez et Savoye. Dalloz Jurisprudence Gèneral, 1883, part 3, p. 92.)

Just as the architect has no right in the absence of express authority to order extras or alterations, so too, in the absence of such express authority, he has no right to allow the contractor to vary from the terms of the contract either as respects materials or construction, or as to any of its details or provisions, nor authority to change any of the specifications, nor to allow any detail of construction or material to remain which is contrary to the contract terms and provisions. (Glacius v. Block, 50 N. Y. 145, Bonestael v. The Mayor etc. of N. Y., 22 N. Y. 162; Burke v. City of Kansas, 34 Mo. App. 570; Starkweather v. Goodman, 48 Conn. 101; Stuart v. City of Cambridge, 125 Mass, 102; Cooper v. Langdon, 9 M. & W. (Messon & Welsby), 60; Bond v. The Mayor etc., 19 N. J. Eq. 376; Clark on Architects p. 87; Wagner Co. v. Cawker, 112 Wis. 532; Hudson, Building Contracts, Vol. I, § 3, p. 16.) It has been held also that the architect has no general authority to exercise a supervision over the letting of subcontracts or the employment of workmen (Lewis v. Slack, 27 Mo. App. 119;) nor yet to receive a notice of the assignment of the building contract so as to bind the owner. (Renton v. Monniere, 77 Cal. 449.)

It must be understood that all of the limitations on the powers and authority of the architect, referred to, are limitations upon his powers and authority under his general agency, and that if, orally, or in writing, he be authorized to exercise a special authority, or be appointed, broadly, the general agent of his employer as to all matters relating to the contract or building, his authority will be enlarged accordingly. Thus, for instance, he may be given, specifically, full discretion and authority to pass upon and order extras, or alterations, or accept work of a different character than that specified, or to change contractors or to vary the terms of the contract between his employer and the contractor in such details as he may think best, and if he be given such special discretion and authority, he will be justified in exercising it accordingly. He cannot, however, be too careful to ascertain, before he acts, the exact extent and scope of his authority, for it often happens that provisions delegating to him special authority and which he may consider justify him in assuming certain authority, are legally to be construed as so limited by the other general conditions of the contract, or by the rules of agency, as to make his actual authority and discretion much less than he supposes it to be.

(*To be continued*)

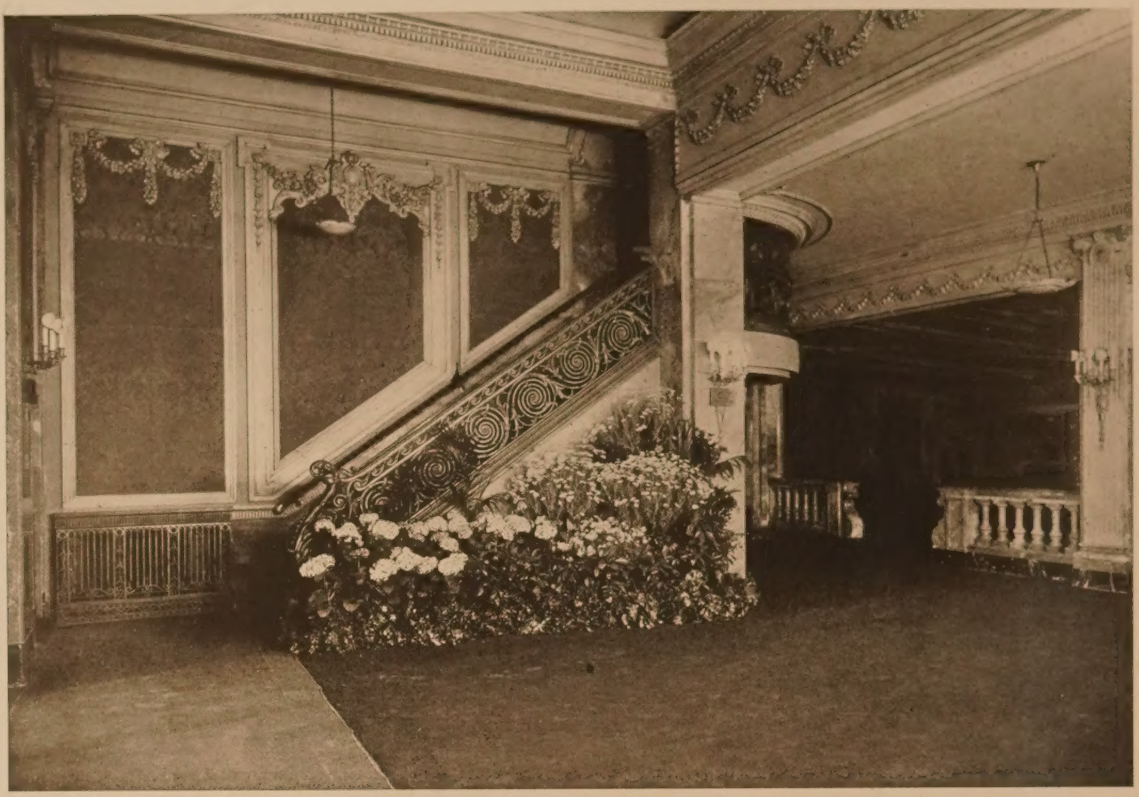
BOOK REVIEWS.

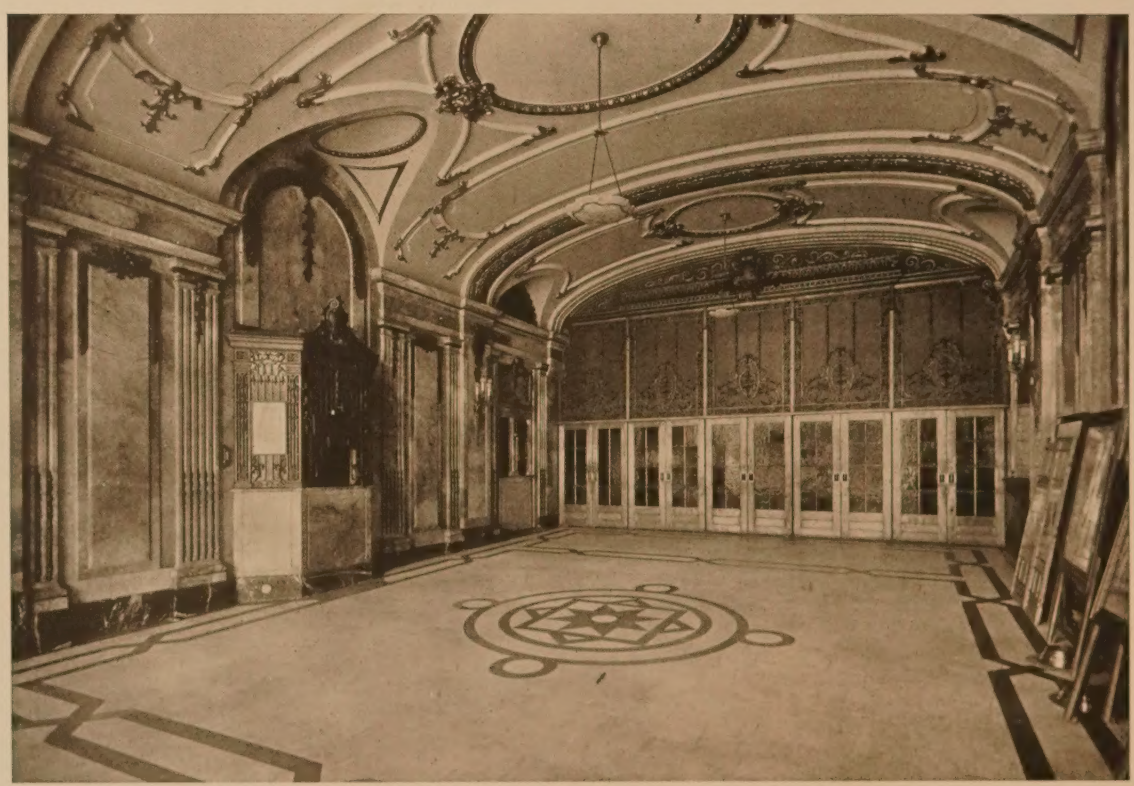
THE DUTCH COLONIAL HOUSE. Aymar Embury II, 1913. McBride, Nast & Co., New York. Cloth. $2.00 net. Postage, 20 cents.

AUTHOR'S PREFACE.

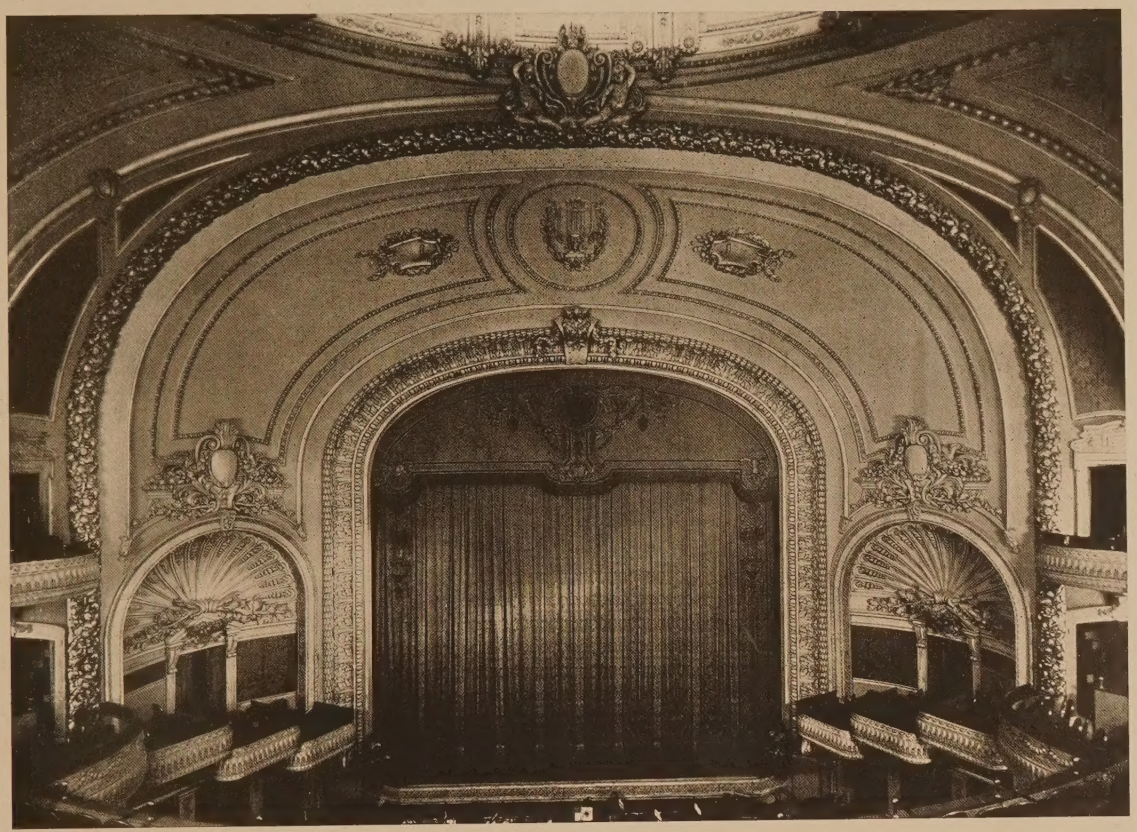
In taking up the subject of Dutch Colonial Houses as one of the series of books on various architectural styles suited to country work, I feel that a few words of general explanation are necessary. Practically speaking the Dutch Colonial house passed out of existence one hundred years ago, and can never be revived. The modern houses which we denominate as "Dutch" in style are in so many respects different from the genuine New Jersey farmhouses that often it is more or less difficult to see the connection between them. The principal feature which distinguishes them as descendants of the Dutch architecture is their employment of the gambrel roof, but it is used not in the true Dutch manner, rather following the practice common in New England—although the New England type was itself probably derived from the Dutch, if we may trust the books and newspapers, which in describing new buildings covered with these characteristic roofs speak of them as Dutch. Certain types of colonial work fit in with modern needs and requirements with no substantial change in their general composition, and the evident value of these houses as prototypes for modern work has been very fully appreciated not only by the architects but by the public at large, and the knowledge and sympathy with New England Colonial work is becoming so general that at times we almost feel as if the Victorian era had never existed, and the colonial tradition had persisted unbroken. The same thing cannot truthfully be said of the Dutch work; there is a distinct break between the traditional type and that of to-day, but that some of our most interesting country houses architecturally have been inspired by Dutch work is very evident, and the purpose of this book is to illustrate its applicability to modern construction, especially in the smaller types of houses.

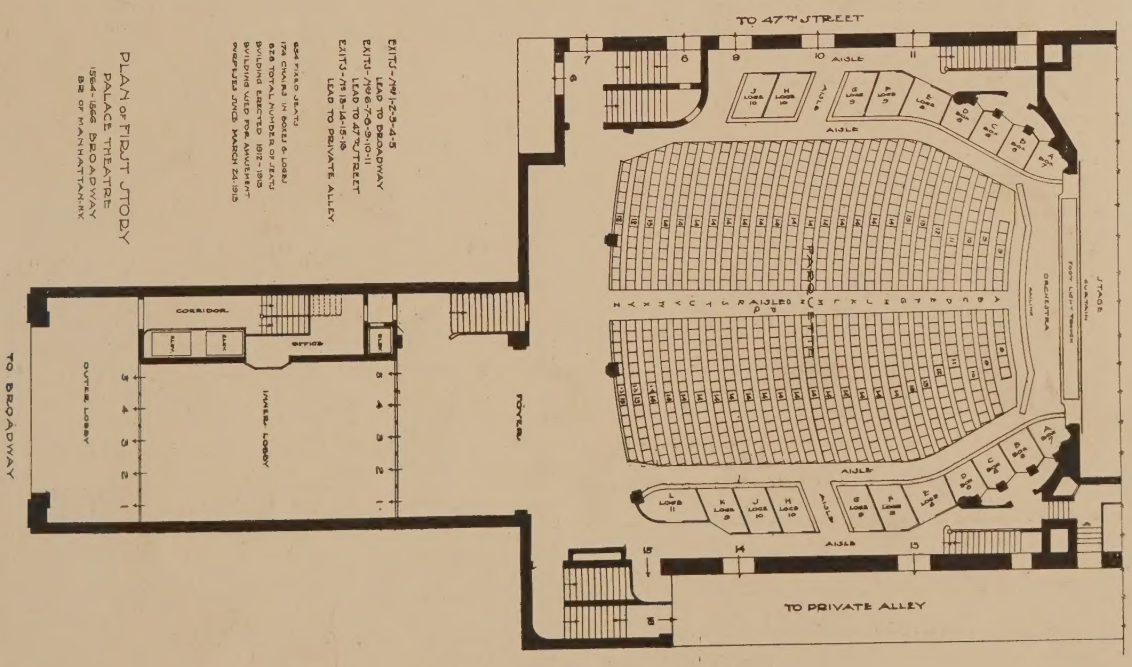
For these small houses there is probably no other style so good; it was originally devised as an architecture for small buildings, and because of the long sloping roofs, with the single story of vertical wall surface, it appears to spring more naturally from the ground than would any building of full two stories and of the same ground area. What the cultivated American public desires to-day is a "long, low house," and as lowness is dependent, not upon the actual height in feet and inches, but upon the relation between the height of the cornice from the ground and length of the house, it is not very difficult to secure the effect of a rather long, low house by the use of a gambrel roof starting at the second floor line, when it would be quite impossible to secure this effect in a building of two full stories. The style is the only one which, within a certain rather narrow range of limitations, perfectly meets requirements, since it is the only one which gives a satisfactory second story under the sloping roof. Outside of these limits I freely admit that other types better meet requirements of modern living, but wherever a fairly informal and homelike house of moderate size—and by moderate size I mean up to one hundred feet in length—is preferred to a more formal type, the style is unsurpassed. There are given in the book a great many illustrations of the old houses which remain to us in the counties of Bergen, Passaic, Essex and Hudson in New Jersey, and Kings and Queens in Long Island and New York, beside a certain number of other Colonial houses from which American architects have borrowed, perhaps with advantage, to add to the somewhat limited repertoire of the Dutch architecture. It is probably impossible to pick out any one of these old houses and copy it exactly, as we could copy a New England Colonial house if we so desired; but architecture in this country at the present day is by no means the cut-and-dried affair that it was only a few years since; we are endeavoring to reproduce, not the form, but the spirit, and in considering the old work of any nation or of any epoch, we try to get at not just how the thing was done, but what was the result finally achieved.





FOYER AND LOBBY, PALACE THEATRE, NEW YORK. Kirchhoff & Rose, Architects. J. J. F. Gavigan, Associate.





INTERIOR AND PLAN, PALACE THEATRE, NEW YORK

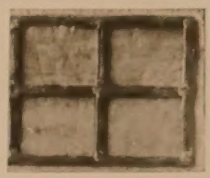
Kirchhoff & Rose, Architects. J. J. F. Gavigan, Associate.

MODERN FARM BUILDINGS. Alfred Hopkins, A. I. A., 1913. McBride, Nast & Co., New York. Illustrated. Cloth. $3.00 net. Postage, 25 cents.

Farms and all things pertaining to farming have been elevated to a scientific consideration.
The buildings that house the different departments of the up-to-date farm are entitled to a careful study of plan and design to fit them for their special functions and make them an ornament to the property.
Mr. Hopkins has devoted himself to the subject of farm building for the past twelve years. He has become wise, by experience and practice, in farm management and his knowledge is something more than that of the mere architects. He long ago became convinced of the delightful architectural possibilities of the farm barn—possibilities which have not been appreciated, either by his own confréres or by the public at large; and this work has been undertaken with the idea of setting forth these possibilities quite as much from the esthetic as from the practical side. Mr. Hopkins may well be regarded as a great benefactor to the interests involved in farm life.

RECLAIMING THE OLD HOUSE. Charles Edward Hooper, 1913. McBride, Nast & Co., New York. Cloth. $2.50 net. Postage, 20 cents.

So much has been done and so much is possible to do with what has seemed hopeless old houses, that the true lover of the antique cannot pass a broken down habitation without more or less speculation as to what might be made of it. The author says: "If the house sets true and straight and the roof has no sag to it, it is well worth the time and trouble of examination, regardless of outside covering."
Many people would like to remodel an old country house rather than build a new one, but are perturbed by a lack of knowledge as to the proper procedure so as to preserve the charm of the past while incorporating the present-day conveniences.
This very practical book shows just how it may be done, giving detailed directions together with an abundance of splendid photographs, plans and diagrams.




Henderson Brothers

ANTIQUE LEADING

Leaded Stained Glass, Hard Metal Settings in Brass, Copper, Zinc and German Silver

707 First Avenue - - New York

Have you got this?

If not, we will send another copy

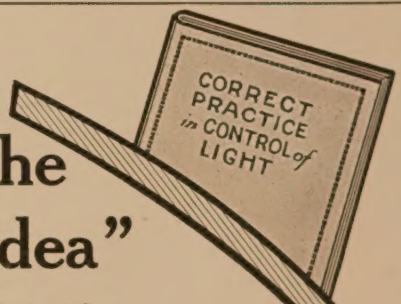
NEW Prices and Guaranteed Ratings

Gorton & Lidgerwood Co.

96 Liberty St., New York City

Send for this book

It proves the fallacy of the "Semi-Indirect Lighting Idea"



The question of so-called "semi-indirect" lighting has been carefully debated by the leading men in the illuminating field. The consensus of opinion now is—that the name "semi-indirect" represents but an apologetic attempt to claim for direct lighting the recognized advantages of true indirect lighting.
A new book, "Correct Practice in Control of Light," shows why a light must be either direct or indirect—why no compromise is possible. The use of floor outlets, (a new depa ture) also Luminous Bowl Eye-Comfort Indirect Lighting Fixtures, are fully described. The latter are the proper fixtures for use where a decorative bowl effect is desired in connection with true indirect lighting

Luminous Bowl Eye-Comfort Lighting is Entirely Different from So-called "Semi-Indirect Lighting"

When luminous bowl fixtures are used, the luminosity of the bowl is for decorative effect only. The light bulbs should be contained in opaque reflectors. Not more the 15% of the light delivered should provide this luminosity—the bulk of the light should be reflected to the ceiling and then diffused throughout the room—and the illumination of the room should depend on this reflection and diffusion of light.
"Correct Practice in Control of Light" was written to give you authentic information on this much debated subject. Send for a copy of it—also write us about any of your lighting problems.

National X-Ray Reflector Company

Address General Offices: 245 W. Jackson Boulevard, Chicago

New York Office: 22 West 33rd Street